

limit PRUDENTIAL in such operation; and OWNER further covenants and warrants to PRUDENTIAL that OWNER has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

OWNER hereby irrevocably authorizes and directs Lessee and any successor to the interest of Lessee, upon receipt of any written request of PRUDENTIAL stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the aforesaid mortgage or note, to pay to PRUDENTIAL the rents due and to become due under the Lease. OWNER agrees that Lessee shall have the right to rely upon any such statement and request by PRUDENTIAL, that Lessee shall pay such rents to PRUDENTIAL without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of OWNER to the contrary, and that OWNER shall have no right or claim against Lessee for any such rents so paid by Lessee to PRUDENTIAL. Upon the curing of all defaults, PRUDENTIAL shall give written notice thereof to Lessee and thereafter, until the possible receipt of any further similar written requests of PRUDENTIAL, Lessee shall pay the rents to OWNER.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns. The word "OWNER" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "mortgage" shall be construed to mean the security instrument, whether mortgage, loan deed, trust deed, vendor's lien, or otherwise; and the word "note" shall be construed to mean the instrument evidencing the indebtedness, whether note or bond.

IN WITNESS WHEREOF, OWNER has executed this Assignment in form proper and sufficient in law to bind OWNER, this 21st day of September, 1967.

WITNESS or ATTEST:
Frances B. Holtzclaw
John M. Dillard

Walter W. Goldsmith (L. S.)
Walter W. Goldsmith, Trustee
..... (L. S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Frances B. Holtzclaw

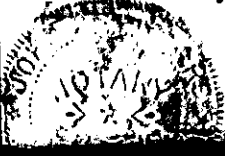
and made oath that he saw the within named Walter W. Goldsmith, Trustee, sign, seal and as his act and deed, deliver the within written Deed; and that she with John M. Dillard witnessed the execution thereof.

SWORN to before me this)
21st day of September, 1967)

Frances B. Holtzclaw

John M. Dillard
Notary Public for South Carolina

My Commission Expires
JANUARY 1, 1970



Recorded September 29th., 1967 At 3:51 P.M. # 9541